

AO 120 (Rev. 2/99)

<b>TO: Mail Stop 8</b> <b>Director of the U.S. Patent &amp; Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 11-02546 MEJ	DATE FILED 5/25/11	U.S. DISTRICT COURT Northern District of California, San Francisco Division
PLAINTIFF TRANSPERFECT GLOBAL INC		DEFENDANT MOTIONPOINT CORPORATION
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,526,426		
2 7,207,005		
3		
4		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wicking	(BY) DEPUTY CLERK Gloria Acevedo	DATE May 26, 2011
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Copy 1—Upon initiation of action, mail this copy to Commissioner    Copy 3—Upon termination of action, mail this copy to Commissioner  
 Copy 2—Upon filing document adding patent(s), mail this copy to Commissioner    Copy 4—Case file copy

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9 TransPerfect Translations International, Inc.; and  
Translations.com, Inc.

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

15 TRANSPERFECT GLOBAL, INC.,  
TRANSPERFECT TRANSLATIONS  
16 INTERNATIONAL, INC., AND  
TRANSLATIONS.COM, INC.,

17 Plaintiffs/Counterclaim  
18 Defendants,

19 v.

20 MOTIONPOINT CORPORATION,

21 Defendant/Counterclaim  
22 Plaintiff.

Case No.

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

E-filing

ORIGINAL  
FILED  
2011 MAY 25 P 2:46  
RICHARD W. HERRINGTON  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MEJ

cv 11

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1 Plaintiffs TransPerfect Global, Inc. ("TransPerfect Global"), TransPerfect Translations  
2 International, Inc. ("TransPerfect Translations"), and Translations.com, Inc. ("Translations.com")  
3 (all collectively, "TransPerfect"), by way of this Complaint against Defendant MotionPoint  
4 Corporation ("MotionPoint"), hereby allege as follows:

5 **THE PARTIES**

6 1. Plaintiff TransPerfect Global is a Delaware corporation with its principal place of  
7 business at Three Park Avenue, 39th Floor, New York, New York 10016.

8 2. Plaintiff TransPerfect Translations is a New York corporation with its principal  
9 place of business at Three Park Avenue, 39th Floor, New York, New York 10016. TransPerfect  
10 Translations is a wholly-owned subsidiary of TransPerfect Global.

11 3. Plaintiff Translations.com is a Delaware corporation with its principal place of  
12 business at Three Park Avenue, 39th Floor, New York, New York 10016. Translations.com is a  
13 wholly-owned subsidiary of TransPerfect Translations, and serves as the technology-centered arm  
14 of TransPerfect's translation business which operates in San Francisco and San Jose, California.

15 4. On information and belief, Defendant MotionPoint is a Florida corporation with its  
16 principal place of business at 4661 Johnson Road, Suite 14, Coconut Creek, Florida 33073.

17 **NATURE OF THE ACTION**

18 5. This is an action of patent infringement.

19 6. On information and belief, Defendant MotionPoint has willfully infringed and  
20 continues to willfully infringe, contributes to the infringement of, and/or actively induces others  
21 to infringe TransPerfect Global's U.S. Patent Nos. 6,526,426 ("the '426 Patent") and 7,207,005  
22 ("the '005 Patent") (collectively, "TransPerfect Global's Patents")

23 **RELATED CASE**

24 7. This action concerns the same parties, technology, and patented inventions as  
25 *TransPerfect Global, Inc., et al. v. MotionPoint Corporation*, CV 10-02590 CW.

26 8. There is significant factual overlap between these two cases. The patent at issue in  
27 this case constitutes material prior art that may anticipate many of the claims asserted in the  
28 related case. MotionPoint's infringing activities in this case purportedly constitute the reduction

1 to practice of the claims asserted in the related case.

2 9. Based on the foregoing, it appears likely that there will be an unduly burdensome  
3 duplication of labor and expense or conflicting results if the cases are conducted before different  
4 Judges.

#### 5 JURISDICTION AND VENUE

6 10. This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et*  
7 *seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
8 §§ 1331 and 1338(a).

9 11. This Court has personal jurisdiction over Defendant MotionPoint because  
10 MotionPoint conducts business in the state of California and has infringed, has contributed to the  
11 infringement of, and/or continues to actively induce others to infringe the '426 Patent and the  
12 '005 as alleged below.

13 12. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and (c).

14 13. In the related case, *TransPerfect Global, Inc. et al. v. MotionPoint Corporation*,  
15 CV 10-02590 CW, which is pending in this Court, MotionPoint did not contest the Court's  
16 personal jurisdiction over argue that venue was not proper.

#### 17 INTRADISTRICT ASSIGNMENT

18 14. This is an Intellectual Property Action subject to district-wide assignment under  
19 Civil L. R. 3-2(c).

#### 20 FACTUAL BACKGROUND

21 15. On information and belief, on February 25, 2003, U.S. Patent No. 6,526,426  
22 entitled "Translation Management System" was duly and legally issued to David Lakritz. A true  
23 and correct copy of the '426 patent as issued by the United States Patent Office is attached as  
24 Exhibit A and incorporated herein by reference.

25 16. All right, title, and interest to the '426 patent, with full authority to enforce has  
26 been assigned to TransPerfect Global.

27 17. On information and belief, on February 25, 2003, U.S. Patent No. 7,207,005  
28 entitled "Translation Management System" was duly and legally issued to David Lakritz. A true

1 and correct copy of the '005 patent as provided by the United States Patent and Trademark office  
2 is attached as Exhibit B and incorporated herein by reference.

3 18. All right, title, and interest to the '005 patent, with full authority to enforce has  
4 been assigned to TransPerfect Global.

5 19. The '426 and the '005 patents disclose and claim translation management systems  
6 that operate in a computer environment. The claimed systems manage document translation for  
7 multilingual internet websites by automatically detecting when a website has been updated and  
8 staging the elements of the website to be translated by translation resources, which can include  
9 automated translation tools as well as human translators.

10 20. Defendant MotionPoint is in the business of providing website translation and  
11 globalization services. On information and belief, MotionPoint's practices in providing those  
12 services ("Accused Products") automatically detect when a website has been updated and stage  
13 the elements of the website to be translated using translation resources that can include automated  
14 translation tools as well as human translators.

15 21. On information and belief, MotionPoint's website translation practices have  
16 allowed MotionPoint to reach success in the website translation marketplace, capturing hundreds  
17 of clients and becoming one of the fastest growing companies in North America.

18 22. MotionPoint has been and is on notice of the '426 and the '005 patents. During  
19 MotionPoint's prosecution of United States Patent No. 7,580,960 – which purportedly discloses  
20 and claims elements of MotionPoint's website translation practices – the United States Patent and  
21 Trademark Office ("PTO") cited the '426 and the '005 patents and rejected MotionPoint's  
22 proposed claims as anticipated. MotionPoint extensively analyzed the '426 patent in overcoming  
23 the rejection.

1                                   **COUNT ONE: INFRINGEMENT OF THE '426 PATENT**

2           23.    TransPerfect realleges and incorporates by reference paragraphs 1-22.

3           24.    On information and belief, Defendant MotionPoint, in violation of 35 U.S.C.  
4   §271(a), has been and is currently infringing, directly and/or indirectly, the '426 patent by, among  
5   other things, making, using, importing, distributing, offering for sale and/or selling the Accused  
6   Products without any authority or license.

7           25.    On information and belief, MotionPoint, in violation of 35 U.S.C. §271(b), has  
8   actively induced and is currently actively inducing infringement of the '426 patent by knowingly  
9   and intentionally encouraging or aiding third parties to infringe the '426 patent, without authority  
10   or license.

11          26.    On information and belief, MotionPoint, in violation of 35 U.S.C. §271(c), has  
12   contributorily infringed and is contributorily infringing the '426 patent by selling, or offering for  
13   sale, to third parties the Accused Products especially adapted for use in an infringement of the  
14   '426 patent, without authority or license.

15          27.    On information and belief, MotionPoint's infringement of the '426 has been and  
16   continues to be willful and deliberate.

17          28.    Defendant MotionPoint's continued infringement and induced infringement of the  
18   '426 patent has damaged and continues to damage TransPerfect.

19          29.    TransPerfect is entitled to recover from MotionPoint all damages sustained by  
20   TransPerfect as a result of MotionPoint's infringement, including lost profits, and not less than a  
21   reasonable royalty, as well as treble damages.

22          30.    On information and belief, MotionPoint's continued infringement and induced  
23   infringement of the '426 patent has caused and will continue to cause TransPerfect irreparable  
24   harm unless enjoined by this Court and TransPerfect has no adequate remedy at law.

25                                   **COUNT TWO: INFRINGEMENT OF THE '005 PATENT**

26          31.    TransPerfect realleges and incorporates by reference paragraphs 1-22.

27          32.    On information and belief, Defendant MotionPoint, in violation of 35 U.S.C.  
28   §271(a), has been and is currently infringing, directly and/or indirectly, the '005 patent by, among

1 other things, making, using, importing, distributing, offering for sale and/or selling the Accused  
2 Products without any authority or license.

3 33. On information and belief, MotionPoint, in violation of 35 U.S.C. §271(b), has  
4 actively induced and is currently actively inducing infringement of the '005 patent by knowingly  
5 and intentionally encouraging or aiding third parties to infringe the '005 patent, without authority  
6 or license.

7 34. On information and belief, MotionPoint, in violation of 35 U.S.C. §271(c), has  
8 contributorily infringed and is contributorily infringing the '005 patent by selling, or offering for  
9 sale, to third parties the Accused Products especially adapted for use in an infringement of the  
10 '426 patent, without authority or license.

11 35. On information and belief, MotionPoint's infringement of the '005 has been and  
12 continues to be willful and deliberate.

13 36. Defendant MotionPoint's continued infringement and induced infringement of the  
14 '426 patent has damaged and continues to damage TransPerfect.

15 37. TransPerfect is entitled to recover from MotionPoint all damages sustained by  
16 TransPerfect as a result of MotionPoint's infringement, including lost profits, and not less than a  
17 reasonable royalty, as well as treble damages.

18 38. On information and belief, MotionPoint's continued infringement and induced  
19 infringement of the '005 patent has caused and will continue to cause TransPerfect irreparable  
20 harm unless enjoined by this Court and TransPerfect has no adequate remedy at law.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff TransPerfect prays for the following relief:

23 1. For a judicial determination and declaration that MotionPoint is infringing  
24 TransPerfect Global's Patents and that the infringement is and has been willful;

25 2. For an order permanently enjoining MotionPoint, its directors, employees,  
26 attorneys, agents, parties in privity with and all persons in active concert or participation with any  
27 of the foregoing from further acts of infringement, contributory infringement, or inducing  
28 infringement of the '426 and '005 patent;

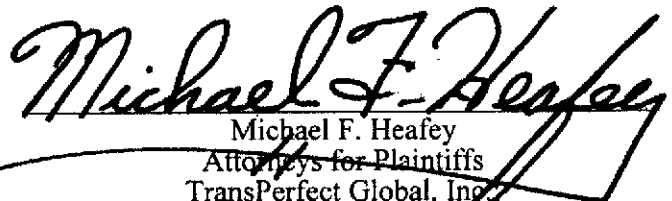
- 1           3.       For damages resulting from MotionPoint's infringement of the patents in suit and  
2 the trebling of such damages due to the willful nature of said infringement;  
3           4.       For an award of interest on damages;  
4           5.       For a declaration that this case is "exceptional" pursuant to 35 U.S.C. § 285,  
5 including an award of attorneys' fees;  
6           6.       For an award to TransPerfect of its costs and expenses for this action, including  
7 reasonable attorneys' fees; and  
8           7.       For an award of such other and further relief as the Court deems just and proper.

9  
10                   **DEMAND FOR JURY TRIAL**

11                   TransPerfect hereby demands a jury trial in this action.

12  
13           Dated: May 25, 2011

G. HOPKINS GUY, III  
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